

Adopted at Meeting of 5/27/59

Schedule B for Agreement between Boston Redevelopment Authority and Beacon Redevelopment Corporation dated June 1, 1959

THIS INDENTURE OF LEASE made as of the day of
 , 19 , by and between BOSTON REDEVELOPMENT AUTHORITY, a
public body politic and corporate, duly organized and existing
under the laws of the Commonwealth of Massachusetts, hereinafter
referred to as "the Landlord," and
a Massachusetts corporation organized under the provisions of
Chapter 121A of the General Laws of said Commonwealth, here-
inafter referred to as "the Tenant,"

W I T N E S S E T H T H A T :

The Landlord, for and in consideration of the rents,
covenants and agreements hereinafter reserved and contained,
on the part of the Tenant, its successors and assigns, to be
paid, kept and performed, has demised and leased, and by these
presents does demise and lease, unto the Tenant, and the Tenant
does hereby take and hire the real property in Boston, Massa-
chusetts described in Schedule A attached hereto, subject to
the applicable provisions of Chapter 121 and Chapter 121A of
the General Laws of said Commonwealth, to the provisions of the
Redevelopment Plan referred to in Section 1(a) of Article II
hereof, and subject to all of the conditions hereinafter expressed.

Said premises are hereinafter referred to as "the
demised premises."

NOTWITHSTANDING anything herein contained to the con-
trary, it is expressly understood and agreed that in the event a

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mortgage shall hereafter be placed upon the leasehold, and whether or not any such mortgage is insured under the National Housing Act, the mortgagee thereunder or its assigns, or the Federal Housing Commissioner, or his successor in office, shall have the option in the event that such mortgagee or assigns, or the Federal Housing Commissioner or his successor in office through the operation of his contract of mortgage insurance, shall acquire title to the leasehold interest, to purchase good and marketable fee title to the demised premises free of all liens and encumbrances except such as may be waived or accepted by any such mortgagee or assigns, or the Federal Housing Commissioner, or his successor in office, so acquiring the leasehold interest, but subject to the leasehold interest hereby created, within twelve (12) months after so acquiring the leasehold interest, for the sum of

dollars

payable in cash, or by certified check, provided all rents and additional rents are paid to date of transfer of title, upon first giving sixty (60) days' written notice to the Landlord or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to such mortgagee or assigns, or the Federal Housing Commissioner, or his successor in office, if the option is exercised by him, a deed of conveyance in statutory form for recording for the said demised premises, containing a covenant

against the grantor's acts, excepting therefrom acts of the Tenant and those claiming by, through or under the Tenant or the leasehold interest; but it is expressly understood and agreed that this right to purchase the fee is, and is to remain, prior and paramount in the Federal Housing Commissioner, in the event that he becomes the owner of the leasehold, and that he may exercise such right under the provisions of this instrument without regard to who may be the owner of the fee at the time of his offer to exercise such right, and notwithstanding the fact that the mortgagee may have previously exercised its right to purchase the fee.

Nothing in this option shall require the Landlord to pay any taxes or assessments which were due and payable by the Tenant as additional rent up to the date of the transfer of title.

ARTICLE I

TERM AND RENTAL

Section 1. TO HAVE AND TO HOLD the demised premises unto the Tenant, its successors and assigns, for the term commencing on the day of , 19 , and, unless this Lease shall be sooner terminated as hereinafter provided, ending at midnight of that day which is seventy-five (75) years after the day on which the final endorsement of the Federal Housing Commissioner is made upon the note to be given by the Tenant to a bank or other lending institution, the proceeds of which note will be used by the Tenant to finance the improvements which the Tenant will make

upon the demised premises in accordance with the terms of the agreement between the Landlord and Beacon Redevelopment Corporation dated . The day on which said endorsement is made is hereinafter referred to as "the Endorsement Date." Under the applicable federal statutes and regulations said endorsement will be made by the Federal Housing Commissioner when said improvements have been completed by the Tenant and the requirements of the Federal Housing Commissioner in connection with the construction and completion of said improvements have been complied with.

Section 2. The Tenant covenants and agrees to make to the Landlord the following payments during the term of this Lease:

(i) For the period from the commencement of the term hereof to and including the day before the Endorsement Date, the net basic payment of one (1) dollar, due and payable upon the execution of this Lease, plus an additional sum equal to the amount, if any, by which fifteen (15) per cent of the Tenant's gross income derived from the demised premises during said period exceeds the amount of the excise tax which is payable by the Tenant under the provisions of Chapter 121A of the Massachusetts General Laws and accrues during said period.

(ii) During the period of forty (40) years which begins on the Endorsement Date:

(a) During the first twenty (20) years of said 40-year period, in order to compensate the Landlord for the re-use value of the land comprising the demised premises and to

provide the Landlord with a fair return on that value, a net basic payment for each calendar year included within said 20-year period of eight thousand (8,000) dollars and at that rate for a fractional calendar year included within said 20-year period; in addition,

(b) As consideration for the Landlord's permitting the Tenant to engage in and operate the apartment house project to be erected on the demised premises pursuant to the agreement between the Landlord and Beacon Redevelopment Corporation mentioned above, a payment for each calendar year and fractional calendar year included within said 40-year period equal to the amount, if any, by which in each such calendar year or fractional calendar year fifteen (15) per cent of the Tenant's gross income derived from the demised premises exceeds the amount of said excise tax payable by the Tenant under the provisions of said Chapter 121A with respect to such calendar year or fractional calendar year, provided, however, that in no event shall the payment under this Clause (b) at any time during said 40-year period be less in any calendar year than the amount, if any, by which forty thousand (40,000) dollars exceeds said excise tax payable for that calendar year or be less in any fractional calendar year than the amount, if any, by which forty thousand (40,000) dollars multiplied by the proportion of that fractional calendar year to the full calendar year of which it is a part exceeds the excise tax accrued during such fractional calendar year.

(iii) During the balance of the term, as consideration for the Landlord's permitting the Tenant to engage in and operate said apartment house project, a payment for each calendar year and fractional calendar year equal to one (1) per cent of the Tenant's gross income derived from the demised premises in such calendar year or fractional calendar year.

The net annual basic payment provided for in Clause (ii)(a) above shall be payable in arrears on the last day of each calendar year or fractional calendar year.

The payments provided for in Clauses (ii)(b) and (iii) and the sum provided for in Clause (i) above in addition to the net basic payment of one (1) dollar referred to therein shall, with respect to each period for which such payments are provided, be due and payable ninety (90) days after the end of that period. The term "calendar year" refers to each calendar year of twelve (12) months which follows the Endorsement Date and is included within the term and/or any further period of occupancy of the demised premises by the Tenant or anyone claiming under the Tenant. If a calendar year is partly within and partly without the period which begins on the Endorsement Date and ends at the expiration of the term or such further period of occupancy, the part so included is referred to as a "fractional calendar year."

With each payment made under the provisions of Clauses (ii)(b), (iii) and the provisions of Clause (i) requiring the payment of a sum additional to the net basic payment of one (1)

dollar, the Tenant shall deliver to the Landlord a statement showing the amount and in reasonable detail the manner of computation of such payment, which statement shall be prepared on the accrual system of accounting and be certified to the Landlord by independent public accountants of recognized standing selected by the Tenant. The Tenant covenants and agrees to install and to keep and maintain at all times an accounting system recording all the information required for the computation of the payments due under said Clauses (i), (ii)(b) and (iii). All such records may be inspected by the Landlord's representatives at the Landlord's own expense during regular business hours and the Landlord's representatives may make extracts therefrom. The Tenant may destroy records relating to a past calendar year or fractional calendar year not earlier than three (3) years after the close of the calendar year or fractional calendar year. The term "gross income derived from the demised premises" shall include all revenues and income of any kind so derived directly or indirectly including rental and other payments from sublessees, subtenants or concessionaires of the Tenant, but excluding the revenues and income of any sublessee, subtenant, or concessionaire and refunds and rebates and amounts received for federal, state or local taxes which are payable by or passed on to sublessees, subtenants or concessionaires.

All of the foregoing payments shall be payable by the

Tenant to the Landlord at such place as the Landlord may from time to time designate in writing.

This Lease is made on the foregoing and following covenants and conditions, all and everyone of which the Landlord and the Tenant covenant and agree to keep and perform.

The Tenant covenants and agrees to pay or cause to be paid without notice or demand and without deduction or set-off of any amount for any reason whatsoever except as may be otherwise herein specifically provided, all of the foregoing payments herein reserved and all other sums which under any provisions of this Lease may become due hereunder at the times and in the manner in this Lease provided.

ARTICLE II

USE OF PREMISES

Section 1. (a) The Tenant shall devote the demised premises to the uses specified in the document entitled "Land Assembly and Redevelopment Plan Whitney Redevelopment Area," a copy of which is annexed hereto marked "B" and shall not use the demised premises or any part thereof for any other purpose.

(b) The Tenant shall not execute any covenant, agreement, lease, assignment or other instrument whereby the demised premises are restricted upon the basis of race, creed or color in the sale, lease or occupancy of the demised premises and shall not prefer any person nor refuse any person occupancy because he has children in his household or because of race, creed or color and the Tenant shall not segregate the occupants of the demised premises because of race, creed or color.

Section 2. The Tenant shall not demolish the improvements on the demised premises, in whole or in part, unless such demolition is done for the purpose of, or as an incident to, the erection of new improvements, or the repair or replacement of then existing improvements, and then only with the written consent of the Landlord, any mortgagee of the lessor interest in this Lease, any mortgagee of the lessee interest in this Lease and, if any mortgage of the lessor or lessee interest in this Lease is insured pursuant to the provisions of the National Housing Act, of the Federal Housing Commissioner.

Section 3. The Tenant covenants that it will permit, commit, or suffer no waste, impairment or deterioration of the demised premises, or the improvements thereon, or any part thereof.

Section 4. The Landlord agrees that, within ten (10) days after receipt of written request from the Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder, and will also join in any grants for licenses for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the demised premises or of any improvements that may be erected thereon; and if, at the

expiration of such ten (10) days' period, the Landlord shall not have joined in any such application, or grants for licenses, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and, for that purpose, the Landlord hereby irrevocably appoints the Tenant as its attorney-in-fact to execute such papers on behalf of the Landlord.

ARTICLE III

PAYMENT OF TAXES, ASSESSMENTS, ETC.

Section 1. The Tenant covenants and agrees to pay, or cause to be paid, as additional rent, before any fine, penalty, interest or cost may be added thereto all excise taxes of the Tenant, all real estate taxes, assessments, water rates, sewer rents and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for public improvements or benefits (all of which taxes, assessments, water rates, sewer rents or charges, levies and other governmental charges are hereinafter referred to as "imposition") which are assessed, levied, confirmed, imposed, or become a lien upon the demised premises, or become payable during the term of this Lease; provided, however, that if, by law, any such imposition is payable, or may at the option of the Tenant be paid, in installments (whether or not interest shall accrue on the unpaid balance

of such imposition), the Tenant may pay the same (and any accrued interest on the unpaid balance of such imposition) in installments as the same respectively become due, and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest; and provided further that any imposition relating to a fiscal period of the taxing authority, a part of which period is included within the term of this Lease, and a part of which is included in a period of time before or after the term of this Lease, shall (whether or not such imposition shall be assessed, levied, confirmed, imposed or become a lien upon the demised premises, or shall become payable, during the term of this Lease) be apportioned as between the Landlord and the Tenant as of the beginning and termination of the term of this Lease. With respect to any imposition for public improvements or benefits which by law is payable, or at the option of the taxpayer may be paid, in installments, the Landlord shall pay the installments thereof which become due and payable subsequent to the termination of the term of this Lease, and the Tenant shall pay those installments which become due and payable during the term of this Lease.

Section 2. Nothing in this Lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, excess profits or revenue tax, or any other tax,

assessment, charge or levy upon the basic rent payable by the Tenant under this Lease. If the Tenant is required by law to pay any of the same the Landlord shall reimburse the Tenant with interest at the rate of four (4) per cent per annum.

Section 3. The Tenant covenants to furnish, or cause to be furnished, to the Landlord, and to any holder of a mortgage of the Tenant's leasehold estate and/or Federal Housing Commissioner, if such mortgage is insured under the National Housing Act, within thirty (30) days after the date whenever any such imposition is due and payable by the Tenant, as in this Article provided, official receipts of the appropriate taxing authority, or other proof satisfactory to the Landlord, and to such mortgagee and/or Federal Housing Commissioner, evidencing the payment thereof.

Section 4. The Tenant shall have the right to contest the amount or validity of any such imposition by appropriate legal proceedings (but this shall not be deemed or construed in any way as relieving, modifying or extending the Tenant's covenants to pay or its covenants to cause to be paid any such imposition at the time and in the manner as in this Article provided), on condition, however, that such legal proceedings shall not operate to prevent the collection of the imposition so contested and shall not cause the sale of the demised premises, or any part thereof, to satisfy the same, and the Tenant shall have deposited with a bank or trust company as Trustee (or, if there is a mortgage on the Tenant's

leasehold estate, with such mortgagee, and, if such mortgage is insured under the National Housing Act, with such mortgagee and/or Federal Housing Commissioner), as security for the payment of such imposition, money in amount sufficient to pay such imposition, together with all interest and penalties in connection therewith, and all charges that may or might be assessed against, or become a charge on, the demised premises, or any part thereof, in said legal proceedings. Upon the termination of such legal proceedings, or at any time when the Landlord, or such mortgagee and/or Federal Housing Commissioner, shall deem the moneys deposited with it to be insufficient security for the purpose for which they are deposited, the Tenant shall forthwith, upon demand, deposit with such depository, or such mortgagee and/or Federal Housing Commissioner, such additional money as is sufficient and necessary for the purpose for which said money was originally deposited, and upon failure of the Tenant so to do, the said moneys so deposited shall be applied to the payment, removal and discharge of said imposition, and the interest and penalties in connection therewith, and the charges and costs accruing in such legal proceedings, and the balance, if any, shall be paid to the Tenant, provided the Tenant is not in default under this Lease. In the event that such moneys shall be insufficient for this purpose, the Tenant shall forthwith pay over to the Landlord, or such mortgagee and/or Federal Housing Commissioner an amount of money sufficient, together with the moneys so deposited pursuant to this Article to pay the same. In the event of any default by the Tenant under this Lease, the Landlord, or such mortgage and/or

Federal Housing Commissioner, is authorized to use the money deposited under this Article to apply on account of such default or to pay the said imposition. The Tenant shall not be entitled to interest on the moneys deposited pursuant to this Article.

Section 5. The Landlord agrees to join in any such proceedings if the same be required to legally prosecute such contest of the amount or validity of such imposition, provided, however, that the Landlord shall not thereby be subjected to any liability for the payment of any costs or expenses in connection with any proceedings brought by the Tenant; and the Tenant covenants to indemnify and save harmless the Landlord from any such costs or expenses. The Tenant alone shall be entitled to any refund of any such imposition and penalties or interest thereon which have been paid by the Tenant or paid by the Landlord and for which the Landlord has been fully reimbursed.

If there is a mortgage on the Tenant's leasehold estate, and if the holder of such mortgage advanced and paid, in behalf of the Tenant, any such imposition and penalties or interest thereon, the Tenant shall be entitled to any refund of any such imposition and penalties or interest thereon paid by the mortgagee and for which the mortgagee has been fully reimbursed by the Tenant.

Section 6. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any such imposition, of the non-payment of any such imposition, shall be conclusive evidence that such imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

ARTICLE IV

INSURANCE

Section 1. The Tenant shall, at its sole cost and expense at all times during the term of this Lease, keep in force the following insurance:

(a) Fire insurance with the endorsement now known as "extended coverage No. 4" insuring the buildings and improvements hereafter erected upon the demised premises and all equipment fixtures, motors and machinery therein, and all additions thereto, and replacements thereof, in an amount at least equal to eighty (80) per cent of the full insurable value thereof as determined from time to time by agreement or by appraisal made at the expense of the Tenant by an accredited insurance appraiser approved by the Landlord, which may be required by either party whenever three (3) years have elapsed since the last such agreement or appraisal.

(b) Comprehensive liability insurance indemnifying the Landlord and Tenant against all claims for injury to or death of persons or damage to property which may be claimed to have occurred upon the demised premises or the sidewalks or ways adjoining them in amounts which shall be not less than ten thousand (10,000) dollars for property damage, one hundred thousand (100,000) dollars for injury or death of one person, and three hundred thousand (300,000) dollars for injury or death of more than one person in any single accident.

All such insurance shall be by standard policies written by financially sound and responsible insurance companies authorized to do business in the Commonwealth of Massachusetts with loss payable, under the standard mortgagee clause in the case of all casualty insurance carried under Clause (a) above, to any holder of a mortgage of the leasehold estate hereunder and, if such mortgage be insured under the National Housing Act, to the Commissioner as their respective interests may appear, and, in the event that there is no mortgage on the leasehold estate hereunder, with loss payable to the Landlord and the Tenant. The original copies of all policies of insurance shall be held by the holder of any mortgage of the leasehold estate hereunder or by the Commissioner if such mortgage be insured under the National Housing Act, as the Commissioner shall from time to time direct, and if there be no such mortgage shall be held by the Tenant. The Tenant shall deliver to the Landlord certificates of all such insurance from time to time in force. All policies of such insurance shall provide that they cannot be cancelled or terminated until after at least fifteen (15) days' prior notice has been given to each insured party to the effect that such policies are to be cancelled or terminated at a particular time. In the event the Tenant at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Lease, the Landlord, at its option, may procure or renew such insurance, and all amounts

of money paid therefor by the Landlord shall be payable by the Tenant to the Landlord with interest thereon at the rate of six (6) per cent per annum from the date the same were paid by the Landlord to the date of payment thereof by the Tenant. The Landlord shall notify the Tenant in writing of the date, purposes, and amounts of any such payments made by it.

Notwithstanding the foregoing provisions, the Tenant shall at all times keep in force so long as any mortgage of the leasehold estate is insured under the National Housing Act insurance covering such hazards in such amount and in such form as the Commissioner may from time to time require even though such requirements may be inconsistent with said foregoing provisions.

Section 2. The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant under this ARTICLE IV unless the same shall provide for the payment of the proceeds as in this ARTICLE IV provided. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant under this ARTICLE IV.

ARTICLE V

DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY

Section 1. Notwithstanding any law to the contrary, any

loss or damage by fire or other casualty of or to any of the improvements on the demised premises at any time shall not, except as otherwise provided in this ARTICLE V, operate to terminate this Lease or to relieve or discharge the Tenant from the payment of the rent, or any public charge in respect thereto, pursuant to this Lease, as the same may become due and payable as provided in this Lease, or from the performance and fulfillment of any of the Tenant's obligations, pursuant to this Lease.

Section 2. (a) Whenever any improvement, or any part thereof, constructed on the demised premises, shall have been damaged or destroyed, the Tenant shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction.

(b) Any and all sums of money received by the Tenant as payments for any loss or losses under said insurance policies shall, if the Landlord so demands, be first applied to the payment of any unpaid public charges and payments due under ARTICLE I. The balance of the insurance money shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that the insurance money may permit. If there be any excess of in-

insurance proceeds after such repair or reconstruction has been fully completed such excess shall be retained by the Tenant.

(c) The Tenant, with the approval of the Landlord, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration or repair shall be retained by the Tenant.

Section 3. The Tenant shall commence to reconstruct or repair any improvements and equipment on the demised premises which have been destroyed or damaged within a period not to exceed six (6) months after the insurance proceeds in respect of such destroyed or damaged property have been received by the Tenant (or, if the conditions then prevailing require a longer period, such longer period as the Landlord shall specify in writing) shall well and diligently and with prompt dispatch prosecute the same as may be necessary to fully complete such reconstruction or repair within twenty-four (24) months from the start thereof, provided, however, that in the event there is a mortgage on the leasehold estate hereunder insured by the National Housing Act, the proceeds of payments for losses covered by insurance policies held by the mortgagee shall be collected and applied in accordance with the applicable regulations of the National Housing Act and the mortgage contract. This provision shall also apply to Section 2 preceding. It is

further understood that if for any cause not within the reasonable control of the Tenant such as, but not limited to, existing state of war or national emergency it shall be impossible to begin reconstruction or repair within one (1) year after the insurance proceeds in respect of the destroyed or damaged property have been received, the entire insurance proceeds shall be first applied to the payment of any unpaid public charges and payments due under ARTICLE I, next, to the payment of the outstanding balance on any mortgage on the leasehold estate, and the excess, if any, shall be retained by the Tenant. In such event either party may elect to cancel this Lease by giving written notice to the other within thirty (30) days following the expiration of such one-year period, and if such election is made, this Lease shall be terminated as of the day of such damage or destruction and all payments shall be apportioned as of the date of such termination.

Section 4. The provisions of Sections 2 and 3 of this ~~Lease~~ *Article* shall apply only in the event the damage or destruction to improvements on the demised premises occurs prior to the expiration of fifty-five years after the Endorsement Date and is the result of casualty against which the Tenant is required to carry insurance either under the provisions of this Lease or under the provisions of any mortgage of the leasehold interest, if such mortgage be in effect at the time of such damage or destruction. If such damage or destruction occurs on or after the expiration

of said fifty-five year period or is the result of any casualty against which the Tenant is not so required to insure, the Tenant shall not be required to reconstruct, restore or repair such improvements, but may elect to do so at its own expense by giving written notice of such election to the Landlord within thirty (30) days after occurrence of such damage or destruction, and if the Tenant does not so elect, either party may elect to cancel this Lease by giving written notice to the other of the exercise of that election within sixty (60) days after the occurrence of such damage or destruction, and if such election is made, this Lease shall be terminated as of the day of such damage or destruction and all payments shall be apportioned as of the date of such termination.

ARTICLE VI

LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS.

The Tenant covenants and agrees that if it shall at any time fail to pay or cause to be paid any imposition pursuant to the provisions of ARTICLE III hereof, then the Landlord may, but shall not be obligated so to do, but after thirty (30) days' written notice to or demand upon the Tenant and without waiving or releasing the Tenant from any obligations of the Tenant in this Lease contained, pay any such imposition. All sums so paid by the Landlord together with interest thereon at the rate of four (4) per cent per annum from the date of the making of such expenditure by the Landlord shall be deemed additional rent

hereunder and, except as otherwise in this Lease expressly provided, shall be payable to the Landlord on demand, or, at the option of the Landlord may be added to any basic rent then due or thereafter becoming due under this Lease; and if there is a mortgage on the Tenant's leasehold, the Landlord shall also give written notice to such mortgagee, which notice shall contain the amount and nature of such expenditure, and the date or dates, demand was made on the Tenant for payment, with a certification duly notarized as to the validity and accuracy thereof; and the Tenant covenants to pay or cause to be paid any such sum or sums with interest as aforesaid; and the Landlord shall have (in addition to any other right or remedy of the Landlord) the same rights and remedies in the event of the non-payment thereof by the Tenant as in the case of default by the Tenant in the payment of the basic rent.

ARTICLE VII

COMPLIANCE WITH ORDERS, ORDINANCES, ETC.

Section 1. The Tenant covenants throughout the term of this Lease, at the Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal Governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters, or any other body now or hereafter constituted, exercising similar functions, and whether or not

the same require structural repairs or alterations, which may be applicable to the demised premises, and the sidewalks, curbs and vaults, if any, adjoining the demised premises or the use, or manner of use of the demised premises. The Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the building and improvements on the demised premises, and the equipment thereof.

Section 2. The Tenant shall have the right to contest by appropriate legal proceedings, without cost or expense to the Landlord, the validity of any law, ordinance order, rule, regulation or requirement of the nature herein referred to and if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without the incurrence of any lien, charge or liability of any kind against the fee of the demised premises or the Tenant's leasehold interest in said premises, and without subjecting the Tenant or the Landlord to any liability of whatsoever nature for failure so to comply therewith, the Tenant may postpone compliance therewith until the final determination of any such proceedings, provided that all such proceedings shall be prosecuted with all due diligence and dispatch.

ARTICLE VIII
MECHANICS' LIENS

The Tenant shall not suffer or permit any mechanics' liens to be filed against the fee of the demised premises, nor against the Tenant's leasehold interest in said premises, by reason of work, labor, services or materials supplied, or claimed to have been supplied, to the Tenant, or anyone holding the demised premises or any part thereof, through or under the Tenant; and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of the Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of, or to, the demised premises, or any part thereof, nor as giving the Tenant any right, power or authority to contract for, or permit the rendering of, any services, or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the fee of the demised premises. The Landlord shall have the right at all reasonable times to post, and keep posted, on the demised premises any notices that may be provided by law which the Landlord may deem to be necessary for the protection of the Landlord and the demised premises from mechanics' liens. If any such mechanics' lien shall at any time be filed against the

demised premises, the Tenant covenants that it will promptly take and diligently prosecute appropriate action to have the same discharged; and, upon its failure so to do, the Landlord, in addition to any other right or remedy that it may have, may take such action as may be reasonably necessary to protect its interest; and any amount paid by the Landlord in connection with such action, and all reasonable legal and other expenses of the Landlord in connection therewith, including reasonable counsel fees, court costs and other necessary disbursements, with interest thereon at the rate of six (6) per cent per annum from the date of payment, shall be repaid by the Tenant to the Landlord on demand.

ARTICLE IX

ASSIGNMENT AND SUBLETTING

The Tenant may at any time and from time to time without the consent of the Landlord and upon such terms and conditions as the Tenant in its uncontrolled discretion shall determine (a) sublease all or portions of the demised premises, (b) mortgage its leasehold interest in the demised premises, and (c) assign its leasehold interest in the demised premises, provided that no such assignment or sublease of all of the premises shall be made before the Endorsement Date without the Landlord's consent and provided further that in the case of each assignment there is delivered to the Landlord a recordable instrument under the terms of which the assignee assumes all of the burdens, terms, conditions, covenants and obligations of the Tenant hereunder, whereupon

the assignor shall be released from any further obligation under this Lease.

ARTICLE X

EXCAVATIONS ON ADJOINING PROPERTY

If any excavation or other building operation shall be about to be made or shall be made upon adjoining premises or streets, the Tenant shall permit the Landlord or the Landlord's agents or the owner or lessee of such adjoining premises, and their respective representatives, jointly or severally, to enter the demised premises and to shore the foundations and walls thereof, and to do any other act or thing necessary for or incidental to the safety or preservation of the demised premises, upon the Landlord's furnishing to the Tenant a good and sufficient bond or other adequate security for the protection of the Tenant's interest.

ARTICLE XI

EMINENT DOMAIN

Section 1. If during the term of this Lease all of the demised premises shall be taken by any exercise of the right of eminent domain by any public or other authority, or if part only of the demised premises is so taken or is damaged by any such exercise of the right of eminent domain and the remaining

portion thereof or the part thereof damaged cannot by reasonable expenditure be restored to economically operable multiple family housing accommodations of a comparable kind and quality but not necessarily the same size as immediately before the taking, then this Lease and the term hereof shall terminate as of the time possession is required by the taking authority, or the date that such damage occurs, whichever is earlier, and rent and other payments shall be apportioned as of the date of termination.

Section 2. If a part of the demised premises shall be so taken or damaged and this Lease is not terminated pursuant to the foregoing provisions, it shall continue in full force and effect and a just proportion of the payments referred to in Section 2 of ARTICLE I shall be abated until the demised premises, or what may remain thereof, shall have been put in proper condition by the Tenant for use and occupancy and thereafter a just proportion of said payments, according to the nature and extent of the permanent diminution of value of the demised premises for use and occupancy shall be abated for the remainder of the period for which such payments are required to be made. The Tenant shall use due diligence in event of such partial taking to put the remainder of the demised premises in proper condition for use and occupancy so far as it can do so by expenditures not exceeding the net amount of the award paid to and retained by the Tenant under the provisions of Section 3 of this ARTICLE XI.

Section 3. The Tenant and the Landlord shall join in a single action to recover the entire award payable with respect

to any taking or damage referred to in this Article and out of the net amount of such award after deducting the reasonable expenses of obtaining it, including, without limitation, fees for services of attorneys and appraisers, the Tenant shall be entitled to receive and retain such portion thereof as represents the value of the buildings and improvements taken or damaged and, if this Lease remains in force, the consequential damages to the land, buildings, and improvements not taken or damaged, and the Landlord shall be entitled to receive and retain the balance. The portion of the award received and retained by the Tenant shall not be included in or considered part of the Tenant's receipts for the purpose of determining the payments to be made under Section 2 of ARTICLE I.

Section 4. In event of a taking of all or any part of the demised premises for a temporary use, or in event of any temporary interruption of the use and occupancy of the demised premises or part thereof by reason of any taking, or in event of any taking of a temporary interest in the leasehold estate, this Lease shall continue in full force and effect and there shall be such abatement, if any, of payments under Section 2 of ARTICLE I as may be equitable, and the Tenant shall continue to be responsible for the performance of all the covenants, provisions and conditions hereof and shall be entitled to the entire amount of any award, to the extent that the award is made with respect to such period within the term hereby granted, and the proceeds of any such

taking shall be included in and considered part of the Tenant's receipts for the purpose of determining the payments to be made under Section 2 of ARTICLE I.

ARTICLE XII

DEFAULT PROVISIONS - LIMITATION OF TENANT'S LIABILITY - CONDITIONAL LIMITATIONS

Section 1. If, during the term of this Lease, the Tenant shall default in any payments to be made under ARTICLE I hereof, or shall make default in the performance of any other terms, provisions, or conditions of this Lease to be performed by the Tenant, and such default is not remedied and shall continue for thirty (30) days after written notice thereof by the Landlord to the Tenant, or if such default is not capable of being remedied within such time and the Tenant does not begin and proceed with due diligence to remedy such default within a reasonable time, the Landlord shall have the option of declaring this Lease terminated upon giving sixty (60) days' written notice to the Tenant of its election so to terminate; and if such latter notice is so given, the term hereof shall cease, determine and expire, except as hereinafter provided in this Article, at the expiration of said sixty (60) days as though such date of termination were originally set for the expiration hereof, and the Tenant's obligations hereunder, except for the payment of past due rentals, shall cease and determine, and the Tenant shall be under no further obligation to the Landlord hereunder.

Section 2. If this Lease shall terminate by reason of the occurrence of any contingency mentioned in Section 1 of this Article, and in the manner therein set forth, and if the Landlord shall obtain possession of the demised premises therefor, the Landlord agrees that the holder of any mortgage upon the leasehold estate of the Tenant in the demised premises shall have the right, for a period of six months subsequent to the termination of this Lease as in Section 1 of this Article provided, to elect to demand a new lease of the demised premises of the character and, when executed and delivered and possession of the demised premises is taken thereunder, having the effect hereinafter set forth. Such new lease shall be for a term to commence at the termination of this Lease as in said Section 1 provided, and shall have as the fixed date for the expiration thereof the same date stated in this Lease as the fixed date for the expiration thereof. The basic rent thereof shall be at the same rate as would have been applicable during such term of said new lease under the provisions of this Lease, had this Lease not so expired or terminated, and all the terms, covenants, conditions and provisions of such new lease, including, but not limited to, the conditional limitations set forth in this Lease, shall be the same as the terms, conditions and provisions of this Lease, except that the liability of the holder of such mortgage under such new lease shall not extend beyond the period of its occupancy thereunder. If any such holder of any such mortgage as aforesaid shall elect to demand such new lease within

such six months' period, he shall give written notice to the Landlord of such election; and thereupon, within 10 days thereafter, the Landlord and such holder agree to execute and deliver such new lease upon the terms above set forth, and such holder of any such mortgage shall, at the time of the execution and delivery of such new lease, pay to the Landlord all such basic rent and additional rent owing by the Tenant to the Landlord under the terms of this Lease immediately prior to the termination of this Lease as well as all such basic rent and additional rent which would have become payable hereunder by the Tenant to the Landlord to the date of the execution and delivery of such new lease, had this Lease not terminated, and which remain unpaid at the time of the execution and delivery of such new lease, together with reasonable attorneys' fees and expenses in connection therewith. But any holder of such mortgage shall be given credit for any available net rents and income actually collected in the meantime by the Landlord from the undertenants of the mortgaged leasehold premises. Any such new lease as in this Section contemplated may, at the option of the holder of any such mortgage, be executed to a nominee of such holder, or to a corporation, without the holder of such mortgage assuming the burdens and obligations of the Tenant thereunder, beyond the period of its occupancy. If the holder of such

mortgage shall elect to demand such new lease as in this section provided, the Landlord agrees for and in behalf of the holder of such mortgage to institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove the then tenant from the demised premises.

Section 3. The Landlord agrees, if and so long as the leasehold estate of the Tenant is encumbered by a mortgage, to give to the holder of such mortgage (and if such mortgage is insured under the National Housing Act, to the Federal Housing Commissioner) notice of any default or of the happening of any contingency referred to in Section 1 of this Article, simultaneously with the giving of such notice to the Tenant, and the holder of any such mortgage and/or the Federal Housing Commissioner shall have the right within the period limited by any such notice and for an additional period of thirty (30) days thereafter, and to the same extent and with the same effect as though done by the Tenant, to take such action or to make such payment as may be necessary or appropriate to cure any such default or contingency so specified, it being the intention of the parties hereto that the Landlord shall not exercise its right to terminate this Lease as in Section 1 of this Article provided without affording to the holder of any such mortgage and/or Federal Housing Commissioner the same rights and

the same notices with respect to any such default or contingency and the same period or periods of time within which to cure the same as are afforded to the Tenant hereunder (and a period of thirty (30) days thereafter,) and as are afforded to the mortgagee and/or Federal Housing Commissioner under Section 4 of this Article.

Section 4. Notwithstanding anything in this Article contained to the contrary, if the Landlord shall exercise its right to terminate this Lease as in Section 1 of this Article provided, the holder of any mortgage on the leasehold estate of the Tenant shall have the right for a period of six months subsequent to the expiration of the term of this Lease pursuant to the provisions of Section 1 of this Article, to pay or tender to the Landlord all basic rent and additional rent payable by the Tenant hereunder in arrears at the time of the payment or tender, with interest thereon from the due date to the date of payment at the rate of six (6) per cent per annum and the reasonable costs and charges which may have been incurred by the Landlord, and thereupon the holder of such mortgage shall be entitled to the possession of the demised premises under this Lease and may hold and enjoy the same according to the terms of the original demise hereunder, subject to the terms, covenants and conditions of said Lease without assuming the burdens and obligations of the Tenant

hereunder, beyond the period of its occupancy hereunder.

Section 5. The Landlord shall not exercise its right to terminate this Lease as in this Article set forth during the time that the holder of any mortgage on the leasehold estate of the Tenant shall require to complete its remedies under such mortgage, provided, however, (a) such mortgagee proceeds promptly and with due diligence with its remedies under its mortgage on the leasehold estate and thereafter prosecutes same with all due diligence, and likewise completes same with all due diligence; (b) and there is paid to the Landlord the basic rent, additional rent, or impositions which have, or may, become due and payable during said period of time.

Section 6. Anything to the contrary herein contained notwithstanding, so long as there is upon the Tenant's leasehold estate a mortgage insured by or held by the Federal Housing Commissioner, or his successor in office under the National Housing Act, or any succeeding act, or so long as the lease of the demised premises is in the said Commissioner, the Landlord shall not, without written permission from the Commissioner, exercise its right to terminate this lease for any cause whatsoever within a period of seven months from the giving to the Commissioner of written notice of the existence of a default. Within said seven months' period the Commissioner may reinstate said lease by causing any and all existing defaults to be cured or may exercise the right granted the mortgagee under Section 2 of this Article.

Section 7. Provided there is no default under this Lease, of which notice has been given to any mortgagee of the leasehold estate of the Tenant in the manner provided in Section 3 of this Article, and if there exists an unpaid mortgage on the leasehold estate of the Tenant, the Landlord expressly agrees that it will not accept a surrender of the demised premises or a cancellation of this lease from the Tenant prior to the termination of this lease without the written consent of the holder of such mortgage and if such mortgage is insured under the National Housing Act, without the written consent of the Federal Housing Commissioner.

ARTICLE XIII

TENANT'S OPTION TO PURCHASE THE DEMISED PREMISES

The Tenant is hereby given the option at any time after the expiration of forty (40) years from the Endorsement Date to purchase good and clear record and marketable title to the demised premises, free of all liens and encumbrances, except such as may be waived or accepted by the Tenant, but subject to the leasehold interest hereby created, for the sum of fifty thousand (50,000) dollars payable in cash or by certified check, provided all payments required to be made by the Tenant under Article I are paid to the date of transfer of title. Such option shall be exercised by written notice to the Landlord designating the date for the transfer of title, which date shall not be less than thirty (30) nor more than sixty (60) days after the giving of such notice; and in the event of such exercise, a deed of conveyance of the demised premises in statutory form for recording, containing a covenant against the grantor's acts, excepting

therefrom such acts of the Tenant and those claiming by, through, or under the Tenant or the leasehold interest, shall be delivered at the time so designated and the place where such deed is then by law recordable. If prior to the exercise of such option any portion of the demised premises has been taken or damaged by exercise of the power of eminent domain, the foregoing option shall remain in force and effect and the purchase price thereunder shall be reduced in the same proportion which the area so taken or damaged bears to the total area of the demised premises.

Rider to be added at the end of ~~Section 6~~ of Article XIII of Schedule B of Agreement dated June 1, 1959 between Boston Redevelopment Authority and Beacon Redevelopment Corporation

Notwithstanding damage to or destruction of the demised premises after the exercise of such option and before the delivery of the deed pursuant to such exercise, the Landlord shall be obligated to convey title to the premises and the Tenant shall be obligated to pay the purchase price as above provided.

In no event, however, shall either the foregoing option or the option set forth prior to the provisions of Article I hereof be exercised after the expiration of twenty (20) years following the death of the last survivor of

INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XV

NOTICES

All notices, demands and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands and requests by the Landlord to the Tenant shall be sent by United States Registered Mail, postage prepaid, addressed to the Tenant at the demised premises

or at such other place as the Tenant may from time to time designate in a written notice to the Landlord. All notices, demands and requests by the Tenant to the Landlord shall be sent by United States Registered Mail, postage prepaid, addressed to the Landlord, at

or at such other place as the Landlord may from time to time designate in a written notice to the Tenant. Notices, demands and requests which shall be served upon the Landlord or the Tenant in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, or request shall be mailed by United States Registered Mail as aforesaid in any post office or branch post office regularly maintained by the United States Government.

All notices, demands and requests which may be or are required to be given by the Landlord to the Tenant and by the Landlord and/or the Tenant to the holder of any mortgage on the leasehold estate, shall also be sent by the Landlord and/or the Tenant as the case may be in writing by United States Registered Mail, postage prepaid, addressed to the holder of any mortgage of the leasehold estate of the Tenant in the demised premises at such place as the holder of such mortgage may from time to time designate in a written notice to the Landlord and/or the Tenant; and if such mortgage is insured under the National Housing Act, or held by the Federal Housing Commissioner or his successors in office, all notices, demands and requests by the Landlord and/or

the Tenant shall also be sent by United States Registered Mail, postage prepaid, addressed to the Federal Housing Commissioner, his successors in office, at such place as he or they may from time to time designate in a written notice to the Landlord and/or the Tenant. Notices, demands and requests which shall be served upon the Landlord or the Tenant in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States Registered Mail as aforesaid in any post office or branch post office regularly maintained by the United States Government.

ARTICLE XVI

SURRENDER OF PREMISES

The Tenant shall upon termination of this lease for any reason whatsoever surrender to the Landlord the buildings, structures, fixtures and building equipment, motors and machinery upon the demised premises, together with all alterations and replacements thereof, in good order, condition and repair except for reasonable wear and tear and damage by casualty which the Tenant is not obligated by this Lease to repair.

ARTICLE XVII

QUIET ENJOYMENT

The Landlord covenants and agrees that the Tenant, upon paying the basic rent and all other charges herein provided for and observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept, shall lawfully and

quietly hold, occupy and enjoy said demised premises without hindrance or molestation.

ARTICLE XVIII

ESTOPPEL CERTIFICATE BY TENANT AND LANDLORD

The Tenant agrees at any time and from time to time upon not less than twenty (20) days' prior written request by the Landlord to execute, acknowledge and deliver to the Landlord and the Landlord agrees at any time and from time to time upon not less than twenty (20) days' prior written request by the Tenant, or any mortgagee of the Tenant's leasehold estate, to execute, acknowledge and deliver to the Tenant, or such mortgagee, a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the basic rent and other charges have been paid in advance, if any, and whether or not there is any existing default by the Tenant or notice of default served by the Landlord, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the fee or leasehold or mortgagee or assignee of any mortgage upon the fee of the demised premises or any prospective mortgagee or assignee of any mortgage upon the leasehold estate or if such mortgage on the leasehold is insured under the National Housing Act, the Federal Housing Commissioner. A copy of such statement shall be delivered to the holder of any mortgage of the Tenant's leasehold estate, and to the Federal

Housing Commissioner if such mortgage is insured under the National Housing Act.

ARTICLE XIX

CUMULATIVE REMEDIES - NO WAIVER - NO ORAL CHANGE

Section 1. The specified remedies to which the Landlord may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by the Tenant of any provision of this lease. The failure of the Landlord to insist in any one or more cases upon the strict performance of any of the terms, covenants or conditions of this lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such terms, covenants or conditions or option. A receipt by the Landlord of rent with knowledge of the breach of any terms, covenants or conditions hereof shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by the Landlord. In addition to the other remedies in this lease provided, the Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the terms, covenants, conditions or provisions of this lease.

Section 2. This lease cannot be changed orally.

ARTICLE XX

DEFINITION OF CERTAIN TERMS, ETC.

Section 1. Wherever in this lease the term "the building on the demised premises" or words of similar import appear, they shall be construed to mean the entire structure or structures on the demised premises, unless a more explicit meaning is clearly set forth.

Section 2. The captions of this lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this lease nor in any way affect this lease.

Section 3. Whenever in this lease the term "mortgage" is used it shall be construed to include such terms as "deed of trust," "mortgage deed," or such classes of instruments as are commonly given to secure advances on, or the unpaid purchase price of, real estate, and leasehold estates, under the laws of the State, District or territory where the demised premises are situated, and/or the credit instruments, if any, secured thereby.

Section 4. Wherever in this lease the term "mortgagee" or "the holder of the mortgage" or "such mortgagee" or words of similar import appear, they shall be construed to mean the original holder of such mortgage on the leasehold estate (or the

original beneficiary or beneficiaries of any deed of trust on the leasehold estate) or any assignee thereof.

Section 5. Wherever in this lease the term "Commissioner" is used, it shall be construed to mean the Federal Housing Commissioner under the National Housing Act, his successors in office or any person or agency hereafter designated by law to perform his duties and functions.

Section 6. Wherever required by the context, the singular number shall include the plural number, the plural number shall include the singular number, the masculine gender shall include the neuter and feminine gender, the feminine gender shall include the masculine and neuter gender, and the neuter gender shall include the masculine and feminine gender.

ARTICLE XXI

COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto that the covenants and agreements herein contained shall bind and enure to the benefit of the Landlord, its successors and assigns, and the Tenant, its successors and assigns, and if any required consent to any assignment hereof shall be had and obtained as hereinbefore set forth, same shall be subject to the provisions of Article VIII hereof.

If at any time during the term of this lease, the leasehold estate is encumbered by the lien of a mortgage, then the rights afforded to the holder of such mortgage, as set forth in this lease, shall, if such mortgage is insured under the

National Housing Act, inure to the benefit of, and be exercisable by, the Federal Housing Commissioner, his successors in office, or any person or agency hereafter designated by law to perform his duties and functions.

ARTICLE XXII

EXECUTION OF LEASE IN COUNTERPARTS

This lease was executed for the convenience of the parties in several counterparts, which are in all respects similar and each of which is to be deemed complete in itself, and any one of which may be introduced in evidence or used for any other purpose without the production of the other counterparts thereof.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

By: _____

Schedule C for Agreement between Boston Redevelopment Authority
and Beacon Redevelopment Corporation dated June 1, 1959

The land in Boston, Suffolk County, Massachusetts
bounded and described as follows:

Beginning at the point of the intersection of the
Southeasterly side line of Huntington Avenue with the South-
westerly side line of Conant Street and thence running in a
Northeasterly direction along the Southeasterly side line of
Huntington Avenue for a distance of 280 feet, more or less, to
the point of intersection of the Southeasterly side line of
Huntington Avenue with the proposed Southeasterly side line for
the widening of Longwood Avenue; thence turning and running along
the proposed Southwesterly side line for the widening of Longwood
Avenue to a point of curvature; thence following a curve Southerly
to a point which is on the proposed Northwesterly side line for
the widening of St. Alphonsus Street; thence running Southwesterly
along the proposed Northwesterly side line for the widening of St.
Alphonsus Street to a point in said proposed side line, said point
to be at such a location that a line erected perpendicular to the
proposed side line of St. Alphonsus Street and running North-
westerly to the Northwesterly boundary line of the parcel herein
described will include within said parcel an area of 92,000 square
feet; thence turning 90 degrees and running in a Northwesterly
direction to the Northwesterly boundary of said parcel and the
rear lot line of land of owners unknown; thence turning and running
in a Northeasterly direction by said land of owners unknown and by

the land now or formerly of Benjamin Lipskey et al known as 660 Huntington Avenue to a point in the Southwesterly side line of Conant Street; thence turning and running Northwesterly along said side line to the point of beginning.

All of the proposed side lines for widenings referred to above are shown approximately in the Redevelopment Plan.

